

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
Board Room, Education Center
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
September 18, 2012
Closed Session – 5:30 p.m.
Regular Session – 7:00 p.m.

Item

Time – Approximate

Public Comment on Items on Agenda or Not on the Agenda

NOTICE

Cards are available at the table just outside of the Board Room for anyone who wishes to address the Board. If you wish to address the Board, complete a card and hand it to a staff member at the table to the left as you enter the Board Room. Please be sure to complete the card indicating whether the matter you wish to address is on the agenda or not on the agenda. If the matter is on the agenda, we will assume you wish to speak when it comes time to address that item on the agenda and will hold your card until then. Presentations will be limited to a maximum of three (3) minutes, with a total of thirty (30) minutes designated for public comment on an item. Time limitations are at the discretion of the President of the Board of Trustees.

CLOSED SESSION – 5:30 p.m.

- | | |
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| 1. Public Employee Appointment/Employment: Elementary School Vice Principal, Interim Middle School Principal and Vice Principal, Middle School Vice Principal | 30 Minutes |
| 2. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9[a]); Name of Cases: AFSCME Local 258 v EGUSD UPC No.: SA-CE-2577-E; EGEA Arbitration Agreement - C.S.M.C.S. Case ARB-II-0528 and NB3404/C.S.M.C.S Case ART-11-0472 | 30 Minutes |
| 3. Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation – 1 potential case | 20 Minutes |

REGULAR MEETING - 7:00 p.m.

- | | |
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| I. Pledge of Allegiance | 5 Minutes |
| II. Presentations/Recognitions | |
| 4. High School Student Representative Reports – Franklin and Pleasant Grove High Schools | 10 Minutes |
| 5. California State Fair Winners | 10 Minutes |
| 6. Valley High School Regional Summer School | 10 Minutes |
| III. Student Expulsion Recommendations | |
| 7. Request for Student Expulsions | 5 Minutes |
| 8. Requests for Return from Student Expulsions | 5 Minutes |
| IV. Budget Update | |
| 9. Budget Update and 2011-12 Unaudited Actual Income and Expenditures | 15 Minutes |

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<u>Item</u>	<u>Time – Approximate</u>
IV. Bargaining Units	
V. Reports	
VII. Board Member Reports	
VIII. Public Comment	
IX. Public Hearing, Discussion and/or Action Items	
10. CSEA Tentative Agreement	5 Minutes
11. Annual Report on Critically Overcrowded Schools	5 Minutes
X. Discussion Items	
12. EGUSD Community Facilities District No. 1 Special Tax Bonds Outstanding Bond Refunding Opportunity	5 Minutes
13. Proposed New C. W. Dillard Elementary School Schematic Plans	15 Minutes
XI. Action Items	
14. 2011-12 Unaudited Actual Income and Expenditures	5 Minutes
15. Resolution in Support of Tax Initiative for Public Education	5 Minutes
16. Character Education Month Resolution	5 Minutes
17. United Way Campaign Resolution	5 Minutes
XII. Consent Agenda – Action	5 Minutes
18. Approval of Minutes	
19. Personnel Actions	
20. Student Teaching Agreement with Brandman University	
21. Board Bylaw 9270, Conflict of Interest Including Review Of Conflict of Interest Code and List of Designated Positions	
22. Letter of Intent to Participate in the 2012-13 Mandated Block Grant (MBG) Funding Program	
23. Establishment of Checking Account for William Daylor High School	
24. Acceptance of Gifts	
25. SMUD Sun Flower Learning Laboratory at Harriet Eddy Middle School, Acceptance and Notice of Completion	
26. Kaiser Permanente Health Works/Wellness – Letter of Agreement	
XIII. Action Items	
30. Discussion and Action on Items Removed From Consent Agenda	5 Minutes

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Item

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XIV. Information Items

- 31. Other Items from the Floor
- 32. Items for Future Agendas

5 Minutes
5 Minutes

XV. Adjournment

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Arlene Hein, at (916) 686-7700.

Notification of at least 24 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services.

DOCUMENT AVAILABILITY

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in District office located at 9510 Elk Grove-Florin Road, Elk Grove, CA during normal business hours.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 5

Board Agenda Item

Supplement No. _____

Meeting Date: September 18, 2012

Subject:
2012 CALIFORNIA STATE FAIR WINNERS

Division: Secondary Education**Action Requested:**

The Board of Education is asked to recognize the Elk Grove Unified School District students who received awards in their respective categories at the 2012 California State Fair.

Discussion:

The Board is asked to recognize the following students:

Elk Grove High School	
Name	Award(s)
Madison Albiani	1 st Place, Jalapeno Dill Pickles; 1 st Place, Apricot Blackberry Jam; Outstanding Shorthorn Exhibitor; Champion, Junior Calf; Outstanding Educational Display
Sami Clifford	Best of Class, Dill Pickles; 1 st Place, Garlic Dill Pickles, 1 st Place, Apricot Blackberry Jam
Jordan Collins	Best of Class, Strawberry Lemon Marmalade; 1 st Place Blueberry Lime Jam; 1 st Place, Kiwi Strawberry Jam
Kristina Espinoza-Salinas	1 st Place, Peach Mango Jam; 1 st Place, Watermelon Jam; 1 st Place, Strawberry Kiwi Jam
Molly Felton	1 st Place, Blueberry Jam; 1 st Place, Strawberry Jam
Xavia Jackson	1 st Place, Cherry Lime Jam
Delores James	1 st Place Strawberry Kiwi Jam
Josh Kelly	1 st Place Watermelon Mango Jam; 1 st Place Strawberry Kiwi Jam
Emily Melis	1 st Place, Peach Mango Jam; 1 st Place, Apricot Raspberry Jam
Lexi Stroud	1 st place, Strawberry Jam; 1 st Place, Blueberry Jam; Winner, Swine Herdsmanship
Sierra Trujillo	1 st Place, Blueberry Lime Jam; 1 st Place, Strawberry Lemon Marmalade
Sadie Whempner	1 st Place, Ranier Cherry Vanilla Jam
Sam Gatejen	2 nd Place, Agricultural Metalworking
Steven Khansefid	Reserve Champion, Eggs
Hazen Bisnett	Reserve Champion, Market Goat
Abigail Carlson	Supreme Champion, Dairy Goat; Champion, Saanen; Junior Champion, LaMancha
Jack Carlson	Reserve Supreme, Dairy Udder; Dairy Champion Challenge; Outstanding Livestock Exhibitor
Florin High School	
Cheelu Xiong	1 st Place, Entomology Collection
Sirus Yang	3 rd Place, Entomology Collection
Shelbeer Kaur	2 nd Place, Wildflower Collection
Pleasant Grove High School	
Karli Quinn	Champion, Rabbit Meat Pen
Riley Quinn	Reserve Champion, Rabbit Meat Penn

Sheldon High School

Haley Bambula	Grand Champion, Broiler Pen
Corrina Garcia	Grand Champion, Single Fryer Rabbit
Katelynn Baggette	Reserve Grand Champion, Broiler Pen

Financial Summary:

N/A

Prepared By: Kathy Hamilton, Career Technical Ed Division Approval: Christina Penna, Secondary Education

Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 6

Board Agenda Item

Supplement No. _____

Meeting Date: September 18, 2012

Subject: Valley High School Regional Summer Program

Department: Secondary Education

Action Requested:

The Board of Education is asked to recognize and congratulate members of the Valley High School staff for designing and implementing the successful Valley High School Regional Summer Camp.

Discussion:

This past summer Valley High School sponsored a Regional Summer Camp, which provided summer instruction for over 250 students from Samuel Jackman Middle School and the Valley region's five feeder elementary schools: Charles Mack, Prairie, Herman Leimbach, Union House and John Reith. In tandem with the camp, Valley High conducted its traditional summer school program for 400 of its own students, many of whom served as mentors for students attending the Summer Camp. The camp was made possible by collaborative effort from each of the Valley region's schools and from the office of Learning Support Services.

District administrators and 40 teachers from the regional schools worked collaboratively to design and conduct the program. Students were provided with transportation to and from the camp, as well as with breakfast and lunch. Guided by high school mentors, students conducted science lab experiments, created ceramics projects, and engaged in activities led by Valley's Activities Director Dan Laine and his leadership students.

Through this collaboration, elementary and middle school students became better prepared for the transition to high school and Valley students recovered more than 4,000 credits towards graduation.

The Board is asked to recognize and congratulate Valley High School and all of its regional schools as they strive to accomplish their regional brand, "Go to Mack/Prairie/Leimbach/Reith or Union House, Go to Jackman, Go to College!"

Prepared By: Keven MacDonald

Division Approval: Christina C. Penna

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Board Agenda Item

Agenda Item No: 9

Supplement No. _____

Meeting Date: September 18, 2012

Subject:

Budget Update and 2011-12 Unaudited Actual Income & Expenditures

Department:

Budget/Fiscal Services

Action Requested:

The Board is asked to receive a budget update and a report of 2011-12 Unaudited Actual Income & Expenditures.

Discussion:

The attached report outlines the current status of the 2012-13 Budget and a report of the 2011-12 Unaudited Actual Income and Expenditures.

Attachment to follow.

Financial Summary:

Prepared By: Shannon Stenroos

Division Approval: _____

Rich Fagan

Prepared By: Shelley Clark/Carrie Hargis

Superintendent Approval: _____

Steven M. Ladd, Ed.D.

Board Agenda Item

Supplement No. _____

Meeting Date September 18, 2012**Subject:**Department: Human Resources

Tentative Agreement Between Elk Grove Unified School District and California School Employees Association (CSEA)

Action Requested:

The Tentative Agreement between the Elk Grove Unified School District (EGUSD) and the California School Employees Association (CSEA) was ratified by CSEA. The Board of Education of EGUSD is asked to conduct a Public Hearing to present the Tentative Agreement reached through negotiations August 15, 2012. The EGUSD Board President should announce and open the public hearing with a request for anyone who wishes to speak to the proposal to please come forward. After listening to any speakers, the Board President should close the public hearing. After closing the public hearing, the Board should be asked to take action to approve the tentative agreement.

Discussion:

The EGUSD Board should be asked to approve the attached Tentative Agreement. In addition, Education Code Section 3540.2 stipulates a fiscal review by the Sacramento County Office of Education (SCOE) of negotiated agreements to determine the financial impact of the agreement on the District budget. Therefore, the AB 1200 report which provides the financial analysis of the Tentative Agreement is attached and was submitted to SCOE for their review.

Financial Summary:Prepared By: _____ Department Approval: Glen De GrawPrepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.

Tentative Agreement
Between
Elk Grove Unified School District
and
California School Employees Association
August 15, 2012

This Tentative Agreement is between Elk Grove Unified School District (District) and the California School Employees Association, Elk Grove Chapter #831 (CSEA). Except as provided below in this agreement, the parties agree that this agreement resolves negotiations for the 2011-2012 and 2012-2013 school year.

Note: Negotiated Changes to Contract Language.

Agreed upon changes to articles of the parties' collective bargaining agreement shall be reflected in this Tentative Agreement as follows: (1) new additions to the agreement shall be underlined, (2) deleted language shall have a strikethrough, and (3) unchanged language shall not be notated.

1. Health and Welfare Benefits

a. Effective July 1, 2012, as described below the District and CSEA agree to the following revisions, deletions and additions to Article 14 of the collective bargaining agreement related to the provision of health and welfare benefits.

ARTICLE 14
HEALTH AND WELFARE BENEFITS

14.1 The District will provide for the health and insurance plans noted below and make contributions to those plans:

Medical
Dental
Vision
Group Term Life Insurance
Long Terms Disability

HEALTH/DENTAL/VISION

14.2 ~~The District will pay the full amount of the least expensive medical/dental/vision package.~~
The District also agrees to make a good faith effort to change the insurance plan years to coincide with the open enrollment periods.

14.3 Insurance coverage for employees/dependents will be provided with options available to employees at their expense to suit their particular needs. At least two (2) carriers of major medical programs will be available.

14.4 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment ends.

14.5 Payroll deductions, if required, shall be on a 10-12 month basis. **This section does not apply to the Wellness rebate provisions.**

14.6 Those waiving medical benefits shall be paid ~~\$650 annually~~ \$65 monthly; ~~120 annually for dental and \$30 annually for vision.~~

~~14.7 The District and CSEA agree to a continuation of the current system of paying for health benefits for 1999-2000 except as set out below. Other modifications to the health benefit package or payments will be negotiated with the health insurance committee.~~

~~14.7.1 Effective July 1, 2000, eligible employees will make a contribution to their current health care benefit package of \$27.00 tenthly. Effective July 1, 2001, eligible employees will make a contribution to their current health care benefit package of \$28.00 tenthly. Effective July 1, 2002, eligible employees will make a contribution to their current benefit package of \$29.00 tenthly. Nothing in this Tentative Agreement modifies the District's required contributions to EGBERT in effect as of July 1, 2012.~~

14.7.2 The dental benefit program will reimburse orthodontia 50% of the cost to a maximum of \$2,500 unless unit members choose to participate in the 50% Dental/Vision Voluntary Plan under Section 14.33.

~~14.7.3 The District and CSEA agree to participate in the Elk Grove Benefits Employee Retirement Trust (EGBERT). The EGBERT will assume the responsibility for the payment of retiree health benefits for those retiring effective July 1, 2000. During the interim time frame, the District will assume the responsibility for the payment of retiree health benefits for those retiring prior to July 1, 2000. The District will continue the payment for existing retirees as set out in current agreements, and the district will make the agreed upon contribution to the trust (\$54.00 tenthly for each benefit qualified unit member for 2000-2001 and \$56.00 tenthly for 2001-2002).~~

~~14.7.4 It is intended that the EGBERT board will be made up of one representative from CSEA, one from AFSCME, and one from ATU, one from EGUSD MGT, one from EGEA, one from PSWA, and two from current retirees (one from certificated and one classified). It will be the continuing responsibility of the EGBERT to determine benefits and recommend contribution levels. The EGBERT and the Elk Grove Exclusive Representative agree to use a combined negotiating team drawn from all of the participating District exclusive representatives to negotiate those contributions with the District.~~

14.8 All carriers shall be negotiated unless a change in carrier does not substantially change the level of benefits provided.

14.9 In the event of cancellation of a plan(s) by a carrier, if any premium is refunded, the amount of the District contribution included therein shall be refunded directly to the District.

ELIGIBILITY

- 14.10 Employees hired prior to November 1, 1999 who currently work four (4) hours or more and who receive health insurance benefits shall continue to receive health insurance benefits. Any employee hired after November 1, 1999 will be eligible for health insurance benefits if their hours show that they are working more than five and a half (5.5) hours per day. The District will offer each person who works more than 5.5 hours per day an opportunity to waive health insurance benefits if they can show that they have other health insurance.
- 14.11 Upon initial employment each unit member will be notified of the availability of health and insurance benefits contained in this Article and shall have thirty (30) calendar days from the date of employment to enroll.
- 14.12 Once a unit member is eligible, he/she remains eligible for the enrollment year of the contract plan, i.e., 7/1 through 6/30.
- 14.13 Retired unit members (including certified disability retirees) are eligible for health and hospitalization plans under this section provided they have at least 120 months (10 years) of benefits eligible service prior to retirement date. Retirees must be actively drawing retirement benefits from PERS. Such retirees shall have met the eligibility requirements during their active employment. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e., enrollment in Part A and B of Medicare.
- 14.14 A unit member granted a leave of absence approved by the Elk Grove Unified School District Board of Education may elect to continue in the plan(s) unless otherwise limited by the carrier. The employee must designate in writing which of the plan(s) he/she wishes to continue and must pay the full amount of monthly premium, unless such leave falls within the provisions of FMLA, or CRFA, in advance of each month of desired coverage.
- 14.15 Open enrollment shall be during the month of April-May, unless otherwise stipulated by the carrier. Eligible unit members not enrolled in a plan(s) may enroll at this time. Changes in the employee's choice of available plans shall be permitted during this period.
- 14.16 Eligible unit members on authorized leave of absence during the open enrollment period shall be given the opportunity to enroll upon return to active employment with the District.
- 14.17 It is the responsibility of the eligible unit member to complete all the required documents and submit the completed documents to the Payroll Office within the thirty (30) day limitation.
- 14.18 An employee may be included in a plan as an enrolled employee and/or as a dependent of another enrolled employee. An individual may be included as a dependent under the enrollment of one or both employees.
- 14.19 Upon initiation of a new program, **and unless negotiated otherwise**, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Payroll Office within thirty (30) days of the date of initiation of the new program.
- 14.20 ~~New~~ Reinstated, reemployed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.

- 14.21 An employee who is enrolled in a plan and whose enrollment terminates because of failure to pay his/her portion of the premium, loss of eligibility, or termination of employment, will be eligible to continue their existing coverage at their own expense (without District contribution) as defined in the COBRA health continuance regulations.
- 14.22 In the event of the death of an employee, employee's spouse and/or dependents will be eligible to continue existing health coverage at their own expense (without District contributions) as defined in COBRA health coverage continuance regulations.

MISCELLANEOUS WELFARE BENEFITS

- 14.23 The District shall provide Worker's Compensation Insurance for all unit members.
- 14.24 All employees of the District are covered by liability and indemnity insurance carried by the District.
- 14.25 ~~The District agrees to institute a program effective January 1, 1994, which will provide no less than the current or future benefits provided by SDI. The District may at its option utilize existing leave procedures to assure that employees who would have been eligible for SDI receive no less income than the employee would have received from the SDI benefit. All CSEA employees both benefited and not benefited are eligible for the disability plan and are required to participate.~~
- 14.26 ~~The District agrees to cover new employees without the former regulation imposed pursuant to SDI for prior year earnings. Other eligibility standards for SDI will be continued.~~
- 14.27 All classified employees who average half-time or more in employment, or at the completion of the qualifying number of hours or days in a fiscal year, shall become members of the Public Employees' Retirement System. Payroll deduction shall be made from earnings for the purpose of handling employee contributions to the retirement fund. District contributions for classified employees' retirement compensation shall be made in accordance with all pertinent legal provisions of the United States and the State of California.
- 14.28 A tax-sheltered annuity program and deferred compensation are available to all unit members.
- 14.29 The District encourages employees with drug or alcohol dependencies to voluntarily obtain the earliest possible diagnosis and treatment of their problem. Employees are urged to contact their health care provider.
- 14.30 In the event that an employee welfare benefit fund or trust is established pursuant to Education Code Section 44039.5(a), and either party to this Agreement desires to have the District become a participant employer in such fund or trust, either party shall have the right to reopen this Agreement for the specific purpose of negotiation concerning the District's participating in such fund or trust.
- 14.31 Such right to reopen this Agreement shall be in addition to any other right to reopen which is set forth elsewhere in this Agreement.
- 14.32 80%/20% Medical Premium Cost Sharing Plan:

a. The District's maximum contribution toward medical benefit premium costs shall be 80% of the premium cost for the (Kaiser 2012-13) low cost medical plan offered by the District. Each Bargaining Unit Member's contribution toward medical benefit premium costs shall be 20% of the premium cost for the (Kaiser 2012-13) low cost plan medical plan offered by the District. Unit members shall be responsible for the buy up costs related to selecting a medical plan other than the (Kaiser 2012-13) low cost plan.

Example based upon 2012-2013 Kaiser low cost plan:

	<i>2012-2013 Kaiser Premiums Low Cost Plan Monthly</i>	<i>District Contribution 80% Monthly</i>	<i>Employee Contribution 20% Monthly</i>	<i>Employee Wellness Rebate Compensation Annual</i>
<i>Single Subscriber</i>	\$ 492.33	\$ 393.86	\$ 98.47	\$ 295.44
<i>2 Party Subscriber</i>	\$ 984.56	\$ 787.73	\$196.93	\$ 590.76
<i>Family</i>	\$1,393.29	\$1,114.63	\$278.66	\$836.04

Example based upon 2012-2013 Health Net buy up plan:

	<i>2012-2013 Health Net Premiums Buy up Option Monthly</i>	<i>District Contribution 80% Monthly</i>	<i>Employee Contribution Monthly</i>	<i>Employee Wellness Rebate Compensation Annual</i>
<i>Single Subscriber</i>	\$ 534.58	\$ 393.86	\$140.72	\$ 295.44
<i>2 Party Subscriber</i>	\$ 1,069.15	\$ 787.73	\$281.42	\$ 590.76
<i>Family</i>	\$1,512.84	\$1,114.63	\$398.21	\$836.04

b. Wellness Rebate Compensation

Each unit member who submits to the District an approved Wellness certification that verifies that the unit member has satisfied all of the Wellness requirements referenced in section 14.32, each year shall receive a Wellness Rebate equal to five percent (5%) of the total medical premium cost of the (Kaiser 2012-13) Low Cost plan based upon the subscriber level selected for the year.

Unit members who submit their approved Wellness certification to the District by November 1st shall receive their annual Employee Wellness Rebate compensation by January 10th. Unit members who submit their approved Wellness certification by May 15th shall receive their annual Employee Wellness Rebate compensation by July 10th. The Wellness Requirement verification process will be developed by the District.

For example, for the 2012-2013 school year, based upon the (Kaiser 2012-13) Low Cost plan for both Kaiser and Health Net participants, the annual Wellness Rebate Compensation for a single

subscriber would be \$295.44, for a two party subscriber would be \$590.76, and for a family subscriber would be \$836.04.

The value of the five percent (5%) Wellness Rebate Compensation will change each year depending upon the total premium cost of the low cost plan provided by the District.

c. Wellness Rebate Compensation Requirements

The District shall develop a list of the annual physical examination and Wellness assessment requirements necessary to receive the annual Wellness Rebate compensation. The physical examination and wellness assessments may include an annual physical examination, completion of an online Health Risk Assessment, a Comprehensive Metabolic Panel (CMP), a body mass index (BMI) test and/or other age appropriate screenings. The District will make computers available for the on-line Health Risk Assessment. The Wellness certification process does require completion of the Wellness Rebate Compensation requirements, but it does not require unit members to achieve a "normal or pass" result on any of the Wellness assessments. Federal law mandates that the results of unit member wellness assessments are confidential and cannot be disclosed by health care providers to the District. [CSEA shall designate representatives to the Wellness Committee.]

d. Co pays

The Kaiser and Health Net medical plans shall be changed to the \$30 co pay plans quoted by Kaiser and Health Net for the 2012-2013 school year. Except for this co pay change, changes required by law, and all of the terms included in this agreement, all current medical benefit agreements between the District and CSEA regarding Health and Welfare plan design changes and the Health Net Premier Care plan continue as part of this agreement.

e. Health Benefit Committee

The District and CSEA are committed to explore a new Health and Welfare Benefits Committee model. Accordingly, a committee shall be established to explore alternative health benefit committee models. This committee shall invite all represented and unrepresented groups to participate in the exploration of alternative health benefit committee models.

14.33 50% Dental/Vision "Voluntary Plan" with Reduced Dental/Vision Coverage Option

Effective July 1, 2012, 50% Dental/Vision Voluntary Plan with Reduced Dental/Vision Coverage is available as an option to reduce employee premium costs:

a. Effective July 1, 2012, unit members may voluntarily elect, in lieu of the Health and Welfare Benefit Plan Option described in section 14.32 above, to participate in a different Health and Welfare Benefit Plan that provides medical coverage consistent with the District's (Kaiser 2012-13) low cost plan described in section 14.32 above, but with reduced dental and vision coverage with 50% premium reduction plan design resulting in a lower total premium cost than the District's low cost Health and Welfare Benefits plan.

b. This Voluntary Health and Welfare Benefit Plan with Reduced Dental and Vision Coverage shall be referred to as "the Voluntary Plan". The 50% Dental/Vision Voluntary Plan shall not be

considered the (Kaiser 2012-13) low cost plan for any purpose. This 50% Dental/Vision Voluntary Plan is described in Attachment A to this Agreement.

c. The District's maximum contribution toward the premium cost for the 50% Dental/Vision Voluntary Plan shall be equal to 80% of the premium cost for the (Kaiser 2012-13) low cost Health and Welfare Benefit Plan offered by the District in Section 14.32 above. Unit Members who select the 50% Dental/Vision Voluntary Plan option shall pay the cost the 50% Dental/Vision Voluntary Plan premium that exceeds the District's maximum premium contribution amount. The District's maximum premium contribution amount shall be 80% of the premium cost for the (Kaiser 2012-13) low cost plan medical plan offered by the District in section 14.32 above.

d. The value of the five percent (5%) Wellness Rebate Compensation will be based upon the total annual medical premium cost for the (Kaiser 2012-13) low cost plan and shall change each year depending upon the total annual premium cost of the 50% Dental/Vision Voluntary Plan.

Example based upon 2012-2013 Kaiser 50% Dental/Vision Voluntary Plan with Reduced Dental/Vision Coverage:

	<i>2012-2013 Kaiser Premiums Low Cost Plan Monthly</i>	<i>District Contribution 80% Monthly</i>	<i>Employee Contribution Monthly</i>	<i>Wellness Annual Rebate Amount</i>
<i>Single Subscriber</i>	\$ 492.33	\$ 393.86	\$ 64.61	\$295.44
<i>2 Party Subscriber</i>	\$ 984.66	\$ 787.73	\$129.22	\$590.75
<i>Family</i>	\$1,393.29	\$1,114.63	\$182.84	\$836.04

[Please note that unless a unit member elects the above 50% Dental/Vision Voluntary Plan, dental and vision benefits coverage shall not change unless otherwise negotiated by the parties.]

EGBERT

The parties agree to update all EGBERT applicable provisions in Article 14 of the collective bargaining agreement to reflect all current EGBERT related agreements. The parties agree to move section 14.7.4 to this new section (14.0).

14.0 It is intended that the EGBERT board will be made up of one representative from CSEA, one from AFSCME, one from ATU, one from EGUSD MGT, one from EGEA, one from PSWA, and two from current retirees (one from certificated and one classified). It will be the continuing responsibility of the EGBERT to determine benefits and recommend contribution levels. The EGBERT and the Elk Grove Exclusive Representatives agree to use a combined negotiating team drawn from all of the participating District exclusive representatives to negotiate those contributions with the District.

3. Lottery System Check

The August 2012 Lottery System Check shall be suspended in 2012, unless otherwise negotiated.

4. 2013-2014 Negotiations

CSEA and the District agree to commence negotiations in November 2012 for the 2013-2014 school year and the rest of the contract.

5. Non-Discrimination Policy

The District and CSEA agree to update the non-discrimination clause of the collective bargaining agreement to be consistent with current law as follows:

The Governing Board prohibits discrimination against and/or harassment of district employees and job applicants at any district site or activity on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation. Employees or job applicants may request reasonable accommodations for physical or mental disabilities.

6. The District and CSEA agree to create a No Tell Personal Necessity Negotiations Committee.

7. Health and Welfare Benefits 2012-2013 School Year Only Implementation Agreement Provision:

For the 2012-2013 school year only, the District and CSEA agree to the following two payment options for the Wellness Rebate included in Section 14.32 and 14.33 of the parties' collective bargaining agreement:

a. Lump Sum Wellness Rebate:

Each unit member who submits to the District an approved Wellness certification that verifies that the unit member has satisfied all of the Wellness requirements referenced section 14.32 each year shall receive a Wellness Rebate equal to five percent (5%) of the total premium cost of applicable (Kaiser 2012-13) Low Cost plan or the 50% Dental/Vision Voluntary plan based upon the subscriber level selected for the year.

Unit members who submit their approved Wellness certification to the District by November 1st shall receive their annual lump sum Employee Wellness Rebate compensation by January 10th. Unit members who submit their approved Wellness certification by May 15th shall receive their annual lump sum Employee Wellness Rebate compensation by July 10th. The Wellness Requirement verification process will be developed by the District.

For example, for the 2012-2013 school year, based upon the (Kaiser 2012-13) Low Cost plan for both Kaiser and Health Net participants, the annual Wellness Rebate Compensation for a single subscriber would be \$295.44, for a two party subscriber would be \$590.76, and for a family subscriber would be \$836.04.

8. Annual Payments if Ratification After July 19 2012

Beginning July 1, 2012, the District's maximum annual contribution toward 2012-2013 premium costs on behalf of unit members is equal to 80% of the annual premium cost for the low cost plan offered by the District as described in this Section 14.32. The total annual 2012-2013 premium cost

that exceeds the District's maximum annual premium contribution shall be the responsibility of the unit member. Once the ratification and open enrollment process is completed, each bargaining unit member's total 2012-2013 annual contribution shall be divided by the number of remaining payroll periods in the school year and shall be paid by each bargaining unit member in equal monthly installments totaling the unit member's annual premium cost share.

For example, if the ratification and open enrollment process is completed prior to July 1, 2012, then the annual bargaining unit member contribution shall be divided by 12 payroll periods and paid by the bargaining unit member in 12 equal monthly payments as described in the chart above in section 14.32. If there are 11 or fewer remaining payroll periods in the 2012-2013 school year, then the total annual bargaining unit member contribution shall be divided by 11 or fewer payroll periods and paid by the Bargaining Unit Member in 11 or fewer equal payments totaling the annual bargaining unit member premium contribution amount.

Unit members who select the 50% Dental/Vision Voluntary Plan under section 14.33 shall be responsible for their portion of the total annual premium costs related to the 50% Dental/Vision Voluntary Plan with modified dental and vision described in section 14.33 that exceeds the maximum District contribution toward the low cost plan described in section 14.32. The annual unit member costs shall be divided into equal monthly payments over the remaining months in the school year after ratification of this agreement and completion of the special open enrollment process.

Unit members shall be responsible for the buy up costs related to selecting a medical plan other than the low cost plan and these total annual costs shall also be divided into equal monthly payments over the remaining months in the school year after ratification of this agreement and completion of the special open enrollment process as described above in this section.

Attachment A

50% Dental Plan Changes

	Calendar Max \$	Ortho	Crowns	Deductible
Current Benefit	\$2,700 / \$2,500	\$ 2,500 lifetime	70% -100%	\$0
50% Dental Plan	\$1,200 / \$1,000	\$0	70%	\$100 / \$300

	Exam Co-pay	Frequency: Exam/Lenses/Frames	Frame / *ECL Allowance
Current Benefit	\$0	12/12/24	\$120 / \$120
50% Vision Plan	\$30	12/12/24	\$75 / \$100

- ECL (contact Lens) allowance on the proposed benefit is \$100 for in-network and \$85 for out-of-network

9. The terms included in section 7 and 8 above of this Tentative Agreement shall not create a past practice or precedent for any purpose. Section 7 and 8 of this Tentative Agreement expire on June 30, 2013.

Elk Grove Unified School District

Ginger Amelas
Lyn Taluan
Rich Z_____
Ola De Gran
Karen Resendes

Dated: 8-15-12

California School Employees Association

Kandy Tobiasen
Carol Johnson
Carolyn Perry
Carmen Stone
Ryan Rice
Kathleen Chinn

Dated: 8-15-12

Board Agenda ItemMeeting Date September 18, 2012**Subject:**Division: Facilities and Planning**Annual Report on Critically Overcrowded Schools Program****Action Requested:**

The Board of Education is asked to: 1) Receive a progress report on the Critically Overcrowded Schools component of the State School Building Program; 2) Hold a public hearing on the report; and, 3) Direct Administration to forward the report and associated documents to the Office of Public School Construction, in accordance with regulations.

Discussion:


Pursuant to Education Code Section 17078.25, schools districts that have received Preliminary Apportionment approval from the State Allocation Board (SAB) on projects under the Critically Overcrowded Schools (COS) Program are required to submit annual reports to the SAB demonstrating progress on associated projects. The first annual progress report was required to be submitted no later than one year from the date the Preliminary Apportionment with subsequent reports given each year until such time as an application for Final Apportionment is filed.

On October 27, 2004, Elk Grove Unified School District received Preliminary Apportionment for three elementary school projects under the COS Program. As outlined in the report, in October 2005 the District requested that two of the three projects be rescinded due to alternative solutions that were implemented.

In the initial progress report, the District reported that there was at least one approvable site for the COS #1 project within the general location of the designated feeder schools. A certification letter from the California Department of Education was also submitted. The latest annual report (attached) indicates the progress that has been made toward completing the requirements for a Final Apportionment.

The Board of Education is asked to receive the progress report on *Marion Mix Elementary School (Critically Overcrowded School #1)*. Pursuant to regulations, a public hearing must also be held pursuant to the Ralph M. Brown Act to discuss and receive public comment regarding the project and report.

(Attachment)

Financial Summary: N/APrepared By: _____ Division Approval: Robert Pierce Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D 

Critically Overcrowded School Facilities Program Annual Report Elk Grove Unified School District (EGUSD)

September 20, 2012

Pursuant to Education Code Section 17078.25, the Board of Education is asked to receive this annual progress report on the Critically Overcrowded School Facilities Program.

Background on Program and Annual Reporting Requirement

In 2002, Assembly Bill 16 created the Critically Overcrowded School Facilities (COS) program which supplements the new construction provisions within the California School Facilities Program (SFP). The COS program allowed school districts with critically overcrowded school facilities, as determined by the California Department of Education (CDE), to apply for a preliminary apportionment for new construction projects in advance of meeting all SFP New Construction program laws and regulations required for a Final Construction Apportionment. Districts with SFP new construction eligibility and school sites included on a CDE list of source schools were eligible to apply. Under this program, the Preliminary Apportionment served only as a reservation of funds which must be converted within a four-year period to a Final Apportionment, unless a single one-year extension is granted.

The passage of Proposition 47 provided an initial 1.7 billion dollars for COS program funding; with an additional 2.44 billion dollars provided with the passage of Proposition 55 in 2004.

Pursuant to regulations of the COS program, those districts in which projects have received preliminary apportionments are required to submit annual progress reports to the District's governing board and the State Allocation Board (SAB) on the status of the those projects.

As part of the first annual report to the SAB, districts were required to certify that the CDE has determined there is at least one approvable and adequate site for the proposed COS project within the identified general location. If the district could not identify an approvable site within the first twelve months of the preliminary apportionment, then the preliminary apportionment would be rescinded. Subsequent annual reports are required to include a description of progress made toward completing the requirements for a final apportionment.

EGUSD COS Projects

On June 29, 2004, EGUSD submitted applications for 3 COS elementary projects based upon six eligible source schools identified by CDE. As indicated above, the District applied for funds under the COS program because this program allowed for the reservation of funds for eligible schools for up to 5 years.

On October 27, 2004, those projects, known as COS #1, COS #2, and COS #3, received SAB preliminary apportionments.

With the need for immediate relief to elementary school overcrowding and the implementation of Class-Size Reduction in grades 4th through 6th, several more immediate interim solutions were examined and pursued. Those solutions included several permanent and portable classroom additions at various sites as well as attendance area boundary adjustments affecting many elementary schools. Those interim solutions have now been implemented. As reported in the initial report in 2005, the implementation of these solutions impacted the District's need to pursue some of the COS projects.

COS Project Progress

COS #1 Project

The COS #1 project is continuing to move forward. In October 2005, the district received the Phase 1 Environmental Site Assessment and Geologic Hazards Report on the property, completed California Environmental Quality Act documentation, and received the Department of Toxic Substances Control "No Further Action" letter. Also, CDE had analyzed the site in an initial school site evaluation and had indicated that the district could proceed with further study. The Board of Education authorized acquisition of the property through eminent domain on April 4, 2005, and on September 13, 2005, probable compensation was deposited with the State of California Condemnations Deposit Fund. The Approvable School Site Determination letter on COS #1 from CDE had been received; therefore, substantial progress was demonstrated.

After a series of legal challenges, on September 19, 2006, the Board of Education authorized Administration to enter into a settlement agreement to finalize the acquisition of the property. This settlement ended all pending litigation pertaining to the project since acquired property.

On August 14, 2007, the Board of Education provided direction to Administration on negotiations to pursue a small adjacent parcel that could enhance the existing site. Agreement with the property owner was reached, and this site is now owned by the District. Schematic design options were developed both with and without the additional parcel and were brought forward to the Board of Education on August 19, 2008, for initial review and were approved on September 2, 2008. Full design development has been completed and DSA approval on November 25, 2009.

Administration requested a one-year extension for this project from the Office of Public School Construction and the SAB which was granted on December 10, 2008. Since that time, the Pool Money Investment Board's inability to issue bonds has also granted the project an additional time extension.

The State Allocation Board (SAB) is now requiring that the project be converted from a preliminary to a final apportionment. As a result, on April 3, 2012 Staff submitted the necessary documents and applications to convert the preliminary apportionment to a final apportionment, and SAB approval is expected on September 19, 2012. Staff continues to monitor SAB requirements pertaining to the requirement to sign construction contracts after final apportionment is received to maintain our funding.

COS #2 Project

On October 26, 2005, Administration submitted a request to the State Allocation Board that the project be rescinded. To date, the SAB has not taken action on this item.

COS #3 Project

On October 26, 2005, Administration submitted a request to the State Allocation Board that the project be rescinded. To date, the SAB has not taken action on this item.

Summary

Per the above information, Administration is continuing to pursue the development of the COS #1 project. The Board of Education is asked to receive this information, to hold a public hearing on the item, and to direct Administration to forward the report to the Office of Public School Construction pursuant to regulations referenced above.

Board Agenda Item

Supplement No. _____

Meeting Date November 18, 2008**Subject:**Division: Facilities and Planning

**EGUSD Community Facilities District No. 1 Special Tax Bonds Outstanding
Bond Refunding Opportunity**

Action Requested:

The Board of Education is asked to review a report regarding the potential opportunity to refund up to three series of outstanding bonds associated with Community Facilities District No.1.

Discussion:

Staff will give a report on the potential opportunity to refund up to three series of outstanding bond series under Community Facilities District No. 1 (CFD #1). This opportunity for significant debt service savings has transpired due to the fact that municipal bond rates are at historically low levels while at the same time certain outstanding bonds are callable starting December 1, 2012 for the first time in the history of CFD #1.

On December 1, 2012 the 1998 and 2001 Capital Appreciation Bond Series will be callable. In addition on December 1, 2013 the 2003 Current Interest and Capital Appreciation Bond Series will also be callable. Staff is interested in considering refunding all three Series of bonds including the 2003 Series. This will allow the District to take advantage of the record low interest rates available today and not risk the volatility and high potential of interest rates to increase by December 2013.

Should the Board ultimately concur with the refunding of these outstanding bonds, Staff would include a minimum savings provision in the resolution authorizing the sale of bonds as well as the Official Statement. This would protect the District by only allowing the bonds to be called and refunded if an acceptable minimum level of savings was achieved through a competitive bid for the purchase of the bonds.

Staff will make a presentation to the Board sharing the details as well as the positive benefits and options associated with this potential bond refunding opportunity.

Financial Summary:

This potential opportunity to refund outstanding bonds would generate significant debt service payment savings on an annual basis for up to 20 years.

Prepared By: Robert PierceDivision Approval: Robert Pierce

Prepared By: _____

Superintendent Approval: _____

Steven M. Ladd, Ed.D.

Board Agenda ItemMeeting Date September 18, 2012**Subject:**Division: **Facilities and Planning****Proposed New C.W. Dillard Elementary School Schematic Plans****Action Requested:**

The Board of Education is asked to review the Proposed New C.W. Dillard Elementary School schematic site plan.

Discussion:

Continuing master plan efforts which began in 2006, Rainforth-Grau Architects has, as the Architect of Record for the C.W. Dillard Elementary School project, worked with Administration to explore and analyze site utilization options, review various building configuration strategies and develop schematic plans for new facilities to replace the existing C.W. Dillard Elementary School.

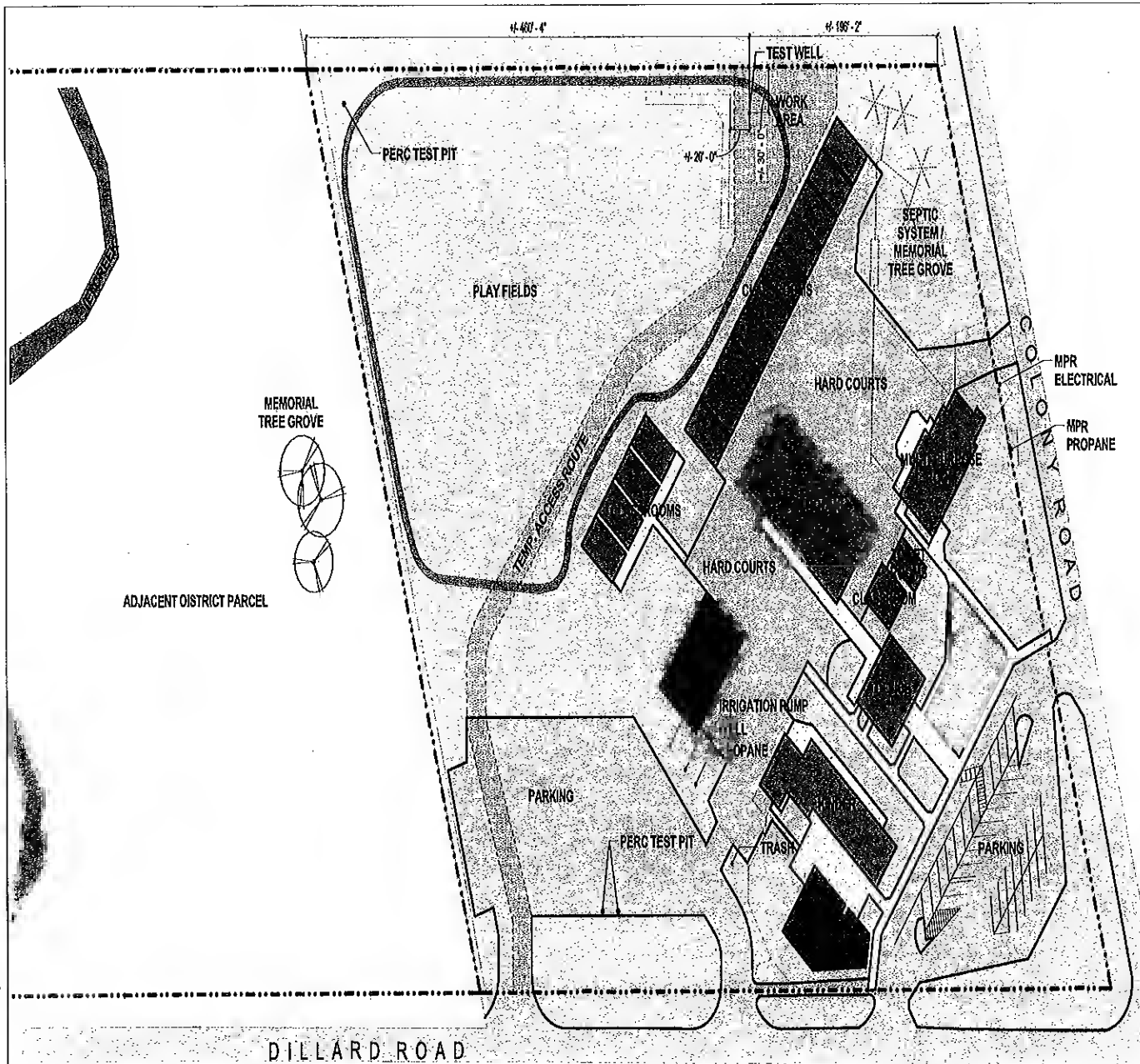
Plans have been prepared with input from a wide array of design and planning professionals, as well as site and community participation. Administration is pleased that this planning and input have resulted in schematic plans that include construction sequencing and cost-effective construction which will allow the school to continue operations on-site and with the least impact on the adjacent parcel. In addition to design and engineering input from the design team and environmental consultants, Administration has met with the Dillard PTA, Wilton History Group, Wilton Fire Protection District, County of Sacramento Departments of Transportation and Regional Parks and Division of State Architect. Plans have been developed with three parallel committees focused on 1) the educational program, 2) sustainable and energy efficient design and 3) environmental requirements and documentation.

Attached are proposed schematic plans for the Proposed New C.W. Dillard Elementary School. Staff and the design team will make a presentation to share and receive input and approval of the schematic designs in order to move the project forward. Schematic plans are subject to modification as a result of further engineering, design development, and/or regulatory agency requirements. Final approval will be contingent upon California Environmental Quality Act certification.

Financial Summary:

This project will be funded with State monies, Developer Fees and/or Measure A monies.

Prepared By: William Heinicke *WH*Division Approval: Robert Pierce *RP*Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. *smg*

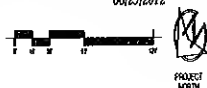


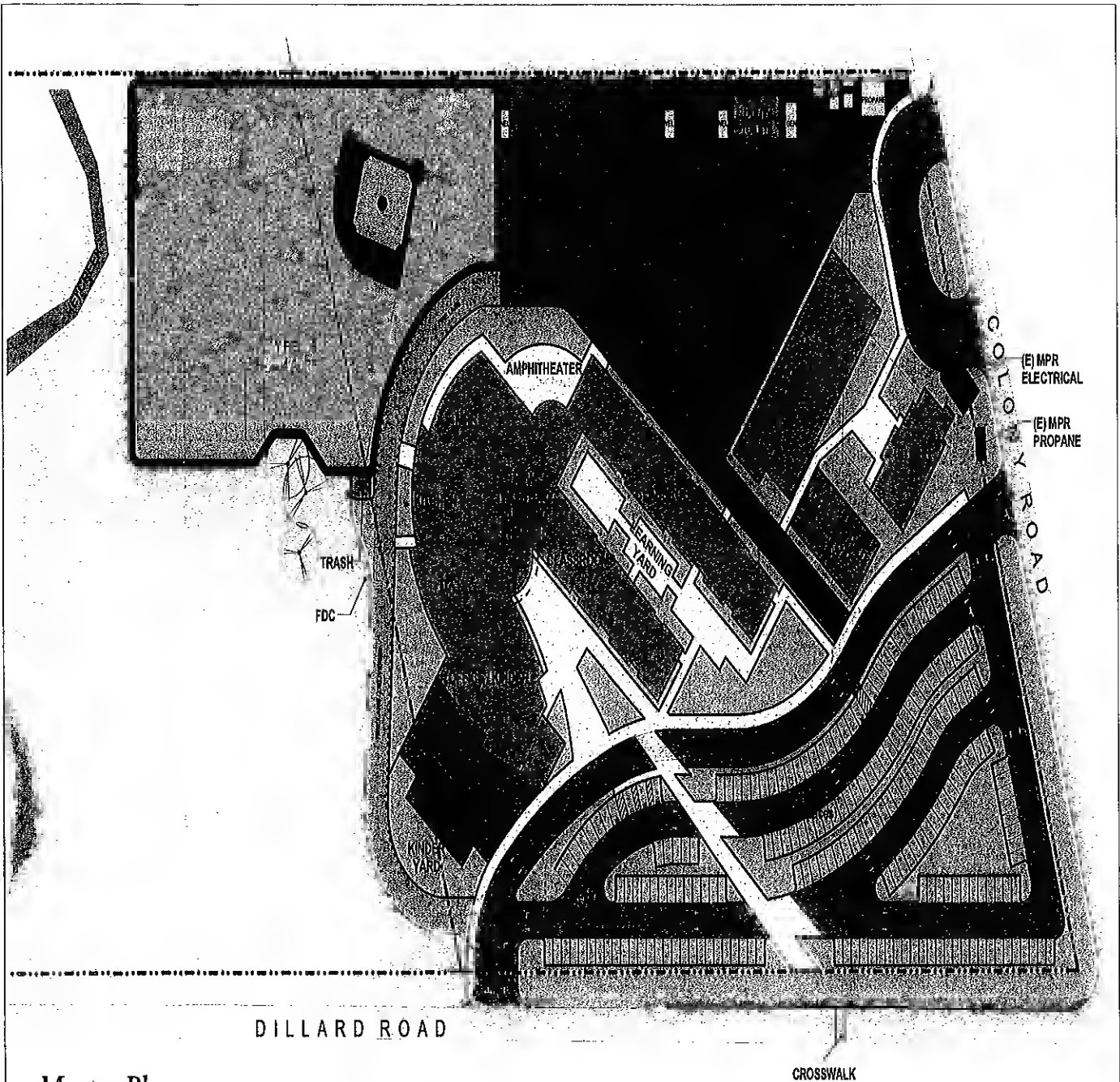
EXISTING SITE PLAN

DILLARD ELEMENTARY SCHOOL REPLACEMENT

ELK GROVE UNIFIED SCHOOL DISTRICT

08/23/2012





Master Plan

DILLARD ELEMENTARY SCHOOL REPLACEMENT

BLK GROVE UNIFIED SCHOOL DISTRICT

08/23/12

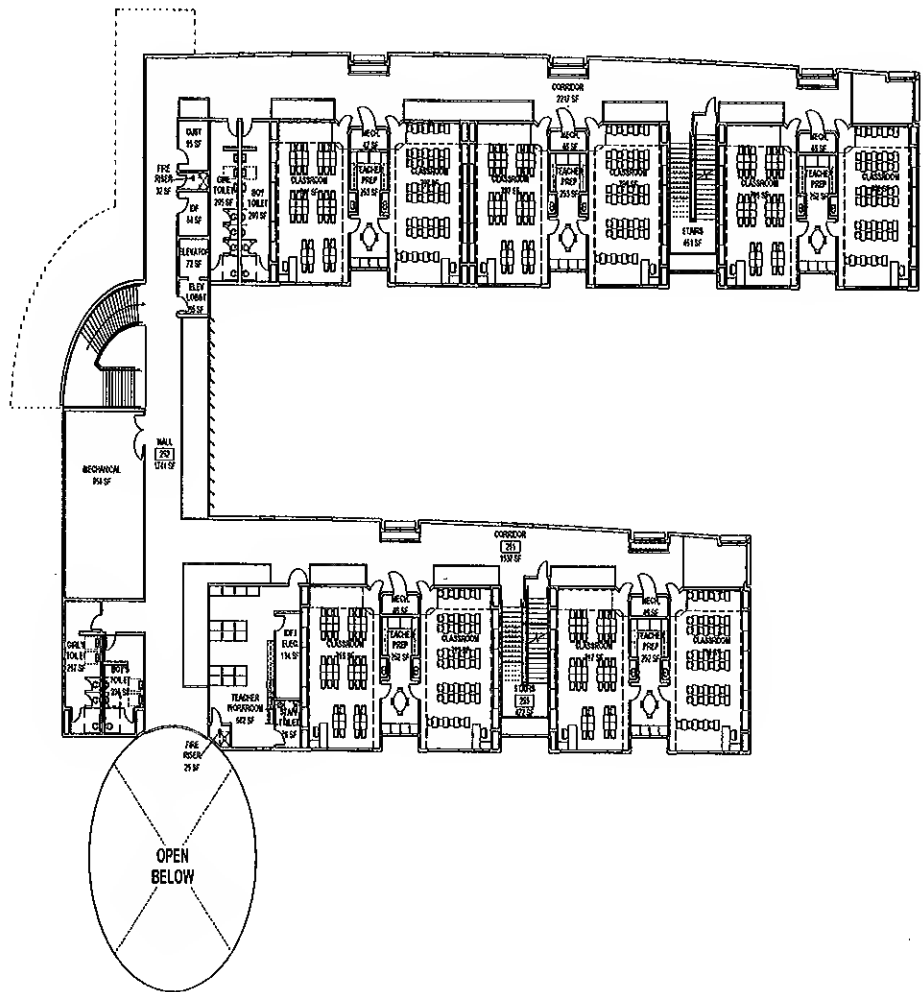


PROJECT
NORTH



RAINFORTH • GRAU
ARCHITECTS
1401 First Street, Suite 300, Sacramento, CA 95814
(916) 442-7770 • Fax (916) 442-5555





Second Floor Plan

DILLARD ELEMENTARY SCHOOL REPLACEMENT

ELK GROVE UNIFIED SCHOOL DISTRICT

08/23/2012



PROJECT
NORTH



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No:

14

Board Agenda Item

Supplement No.

Meeting Date:

September 18, 2012

Subject:**Department:**

Fiscal Services

2011-12 UNAUDITED ACTUAL INCOME AND EXPENDITURE REPORT

Action Requested:

The Board is asked to receive and approve a report on the 2011-12 Unaudited Actual financial data. This report is presented in a format prescribed by the Superintendent of Public Instruction.

Discussion:

The Education Code (42100) requires that each school district submit a Board approved 2011-12 Unaudited Actual financial report to the County Superintendent of Schools. This report complies with all State reporting requirements.

The unaudited revenues, expenditures, other sources, other uses, changes in fund balance and the components of the ending fund balance are presented in summary form. A detailed report of the fund income, expenditures and other sources/uses for each fund is also included. In addition, included are a variety of State required supplemental reports about the General Fund.

Attachment to follow.

Financial Summary:

Prepared By:

Shelley Clark

Shelley Clark

Division Approval:

Rich Fagan

Riel

Prepared By:

Carrie Hargis

Carrie Hargis

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Board Agenda Item

Agenda Item No: 15

Supplement No. _____

Meeting Date September 18, 201

Subject: Resolution in Support of Proposition 39, Schools & Local Public
Safety Protection Act

Division: Board of Education

Action Requested:

The Board is to adopt Resolution No. 10, 2012-13 in support of Proposition 30, Schools & Local Public Safety Protection Act.

Discussion:

As requested at the last Board meeting, a resolution in support of Proposition 39 which is designed to increase taxes that would support public education, is submitted for the Board's consideration and action..

Financial Summary:

Prepared By: Steven M. Ladd, Ed.D.

Division Approval: Steven M. Ladd, Ed.D., Superintendent

Prepared By: _____

Superintendent Approval: _____

Elk Grove Unified School District

**Resolution to Support
Schools & Local Public Safety Protection Act (Proposition 30)**

Resolution No: 10, 2012-13

WHEREAS, the Elk Grove Unified School District Board of Education is committed to making policy and financial decisions that enable the school district to provide quality educational programs and services to the school-age children of our community; and

WHEREAS, since the onset of the state's fiscal crisis in 2008, public schools statewide have experienced unprecedented funding reductions and apportionment deferrals totaling more than \$20 billion; and

WHEREAS, California public schools now rank 47th out of the 50 states in per-pupil spending. Moreover, more than 40,000 educators have been laid off from California public schools since 2008, impacting the quality of the educational programs delivered to students; and

WHEREAS, the Elk Grove Unified School District has implemented the following cuts in order to stay fiscally solvent: (list cuts adopted since 2008-09 fiscal year); and

WHEREAS, the 2012-13 state budget is predicated on voter approval in November 2012 of the Schools & Local Public Safety Protection Act (Proposition 30), without which schools will not receive additional revenue but will receive mid-year funding reductions that will result in additional cuts in services and programs to students; and

WHEREAS, Proposition 30 will direct billions of dollars to public schools, providing an important short-term funding solution that may allow for the restoration of some student programs and services; and

BE IT RESOLVED that the Elk Grove Unified School District proudly supports CSBA in urging the Legislature to work with CSBA and other education leaders to identify long-term adequate funding solutions for public schools; and

BE IT FURTHER RESOLVED, that this body, the Elk Grove Unified School District supports the passage of Proposition 30 because it provides needed revenue to public schools and will specifically benefit the district for the reasons described herein.

Adopted by the Governing Board of the Elk Grove Unified School District on September, 18, 2012, by the following vote of the Board:

Ayes:

Noes:

Abstain:

Absent:

Chet Madison, Sr., President
Board of Education

Agenda Item No. 16

Board Agenda Item

Supplement No. _____

Meeting Date September 18, 2012**Subject:**Department: Curriculum/Professional Learning

Character Education Month

Action Requested:

The Board of Education is asked to resolve that the month of October be affirmed Character Education Month in our schools.

Discussion:

On July 7, 1997, the Board of Education of the Elk Grove Unified School District approved recommendations of the Civic Values and Ethics Education Action Team. Those recommendations included the observation of Character Education Month.

The State Board of Education has designated October 2012 as Character Education Month.

Through passage of a resolution affirming Character Education Month, the Board of Education would support the recommendations of the Civic Values and Ethics Education Action Team. Furthermore, the designation of Character Education Month supports our Elk Grove Unified School District Core Values.

Financial Summary:

None.

Prepared By: Anne Zeman, Ed.D.  Division Approval: Mark Cerutti Prepared By: _____ Superintendent's Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA
RESOLUTION NO. 11, 2012-2013

ESTABLISHMENT OF CHARACTER EDUCATION MONTH

WHEREAS, Character Education strives to help students to understand, appreciate, and internalize elements of positive character traits; and

WHEREAS, positive character traits include trustworthiness, respect, fairness, caring, citizenship, civic virtue, honesty, and personal responsibility; and

WHEREAS, Character Education is a critical component of education; and

WHEREAS, the State Board of Education has designated October 2012 as Character Education Month;

THEREFORE, BE IT RESOLVED, by the Governing Board of the Elk Grove Unified School District, that the month of October be affirmed Character Education Month in our schools; and

BE IT FURTHER RESOLVED that this resolution be distributed to every school in the District.

Steven M. Ladd, Ed.D.
Secretary to the Board of Education

Board Agenda Item**Subject:** United Way Campaign**Department:** Administration

Action Requested: The Board of Education is requested to approve Resolution No. 12, 2012-13 which proclaims the period from October 1 through October 31, 2012, as the United Way Campaign.

Discussion:

The United Way is an organization dedicated to public service in the fields of education, health, rehabilitation, family, youth and aged counseling, legal aid, and emergency assistance.

The 2011-12 gift/pledge amount of over \$69,000 demonstrates the significant difference Elk Grove Unified School District employees make for local agencies that provide services to our community.

The Board is requested to approve the attached resolution which proclaims the period of time between October 1 and October 31, 2012, as the United Way Campaign for the Elk Grove Unified School District.

Financial Summary:

Prepared By: Torrey Johnson **Department Approval:** _____

Prepared By: _____ **Superintendent Approval:** Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California

Resolution No. 12, 2012-13

2012-13 United Way Campaign

WHEREAS, the United Way is an organization dedicated to public service through the efforts of the 180 member agencies and affiliates serving Sacramento, Placer, El Dorado, Amador, and Yolo counties in the fields of education, health, rehabilitation, family, youth and aged counseling, legal aid, and emergency assistance; and

WHEREAS, the United Way is dependent upon community contributions to finance the programs offered to those in need through those agencies; and

WHEREAS, the United Way is a vehicle through which people may help one another to become fully functioning members of society; and

WHEREAS, through the United Way agencies in Sacramento, Placer, El Dorado, Amador, and Yolo counties, one out of three families utilize some facet of human aid; and

WHEREAS, the United Way fund-raising campaign is a community project conducted largely through the efforts of dedicated volunteers;

NOW, THEREFORE, BE IT RESOLVED, that we do hereby proclaim the period of time between October 1 and October 31, 2012, as the United Way Campaign (the only endorsed effort within the school district) and urge all community-minded citizens to give the United Way their full support through financial and/or other voluntary means.

PASSED AND ADOPTED by the Board of Education of the Elk Grove Unified School District this 18th day of September, 2012.

Approved:

Chet Madison, Sr., President of the
Board of Education of the Elk Grove
Unified School District

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 18

Board Agenda Item

Supplement No. _____

Meeting Date 9-18-12

Subject: Approval of Minutes

Department: Board of Education

Action Requested: Approve minutes of the regular board meeting held September 4, 2012.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: _____

Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.

Board Agenda Item**Subject:** Personnel Actions**Division:** Human Resources**Action Requested:**

Recommend the Board of Education approve the personnel actions as attached.

Discussion:**CERTIFICATED:**


APPROVE:

1. New Hire(s) [23]
2. Leave(s) of Absence
3. Promotion(s)
4. Rehire(s)
5. Resignation(s)
6. Retirement(s)

CLASSIFIED:

APPROVE:

1. New Hire(s) [8]
2. Layoff Recission(s)
3. Leave(s) of Absence
4. Promotion(s)
5. Resignation(s)
6. Retirement(s)

Financial Summary:Prepared by: Clay McAllester, Ed. S. Departmental Approval: Glen De Graw Prepared by: Evelyn Laluan Superintendent Approval: Steven M. Ladd, Ed.D 

Board Agenda Item

Supplement No.: _____

Meeting Date: September 18, 2012**Subject:**Department: Human Resources

Student Teaching Agreement with Brandman University

Action Requested:

Approval of a Student Teaching Agreement between Brandman University and Elk Grove Unified School District.



Discussion:

The following university has submitted a request for a 2 year agreement with Elk Grove Unified School District and Brandman University for their Single Subject, Multiple Subject/Special Education Credentialing programs.

Approval is needed to grant this agreement.

The length of the contract:
Brandman University

September 19, 2012-September 18, 2014

Financial Summary:Prepared By: Clay McAllester, Ed. S.  Division Approval: Glen De Graw Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Modesto Campus.

TEACHER EDUCATION

☒

SCHOOL PSYCHOLOGY

☒

SCHOOL COUNSELING

☐

EDUCATION ADMINISTRATION

☐

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Elk Grove Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Except for ten (10) days notice of non-payment of premium, the Parties will require 30 days written notice for any policies that are canceled, non-renewed, or coverage/limits that are reduced or materially altered.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
Attn: Glen De Graw
Tel: (916) 686-7700

UNIVERSITY CONTACT INFORMATION:


Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Tel: (949) 341-9811

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 08/01/2012 and shall continue in full force and effect through 07/31/2017. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: 
Name: _____
Title: _____
Date: _____

UNIVERSITY: Signature: _____
Name: Gary Brahm
Title: Chancellor
Date: _____

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ _0_ Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ _0_ Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Fieldwork site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the FIELDWORK SITE shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two nine (9) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single nine (9) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.

- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in school Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 21**Board Agenda Item**

Supplement No. _____

Meeting Date 9-18-12

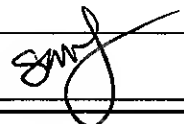
Subject: Board Bylaw 9270, Conflict of Interest
Including Review of Conflict of Interest Code and
List of Designated Positions

Department: Board of Education

Action Requested: The Board is requested to review its Board Bylaw 9270, Conflict of Interest which includes the review of the Conflict of Interest Code and the list of designated positions and to take action indicating that no amendment to the Conflict of Interest Code is required and that the list of Designated Employees has been updated.

Discussion:

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. No later than October 1, 2012, each agency must submit to the County Board of Supervisors a notice indicating whether or not an amendment is necessary. Staff has reviewed the Bylaw and determined that no amendment is necessary. The Designated employee revisions are indicated on the attached document.

Financial Summary:Prepared By: Arlene Hein Department Approval: _____Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.

CONFLICT OF INTEREST

Incompatible Activities

Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code Section 1126)

Conflict of Interest Code

Board members and designated employees shall adhere to the district's conflict of interest code adopted pursuant to the provisions of Government Code Section 87300.

Conflict of Interest Code for the Elk Grove Unified School District

The terms of 2 Cal. Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission along with the attached appendices in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code for the Elk Grove Unified School District.

Persons holding designated positions shall file statements of economic interest by filing with the Secretary of the Elk Grove Unified School District. Upon receipt of statements of economic interests of Members of the Board of Education and the Superintendent, the Secretary shall cause a copy to be made and retained and shall forward the originals to the County Clerk, which shall be the filing officer with respect to these statements. Statements of economic interest of all other persons holding designated positions shall be retained by the Secretary of the Elk Grove Unified School District, who is the filing officer with respect to these statements.

Board members and designated employees shall submit statements of economic interests to the district in accordance with requirements of the conflict of interest code. These statements shall be available for public inspection and reproduction. (Government Code Section 81008)

Upon receiving the statements of Board members and the Superintendent, the district shall make and retain copies and shall forward the originals to the code reviewing body. Statements for all other designated employees shall be retained by the district.

CONFLICT OF INTEREST (Continued)

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code Section 87311)

The Board shall review the district's conflict of interest code in even-numbered years and send the code reviewing body either an amended code or, by October 1 of that year, a statement to the effect that no change is necessary. (Government Code Section 87306.5)

Financial Interest

Board members and employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or employees. (Government Code Section 1090)

A Board member shall not be considered to be financially interested in a contract if any of the exceptions set forth in Government Code Section 1091.5 apply.

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code Section 1091(b); they include, among other things, the interest of a parent in the earnings of his/her minor child. (Government Code Section 1091)

If a Board member determines that he/she has a financial interest in a decision, this determination shall be disclosed and made part of the Board's official minutes. Both the board member and all employees shall be disqualified from voting, making the decision, participating in the decision, or attempting to use his/her official position to influence the decision in any way.

A Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. (Education Code Section 35107 et seq.)

Gifts/Honoraria

Except as reimbursement for actual travel expenses and reasonable related subsistence, Board members shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in the Political Reform Act and related regulations.

(Government Code Section 89503)

CONFLICT OF INTEREST (Continued)

The above limitations on gifts do not apply to any gift from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle or first cousin or the spouse of any such person unless the donor is acting as an agent or intermediary for a person not herein identified. (Code of Regulations, Title 2, Section 18932.4)

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering. This prohibition does not apply to earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches. (Government Code Sections 89501, 89502)

Legal Reference:**EDUCATION CODE**

- 1006 Qualifications for holding office
- 35107 School district employees
- 35230-35240 Corrupt practices
- 35233 Prohibitions applicable to members of governing boards

GOVERNMENT CODE

- 1090-1098 Prohibitions applicable to specified officers
- 1125-1129 Incompatible activities
- 81000-91015 Political Reform Act of 1974, especially:
 - 82011 Code reviewing body
 - 82019 Definition of "Designated Employee"
 - 82028 Definition of "Gifts"
 - 82030 Definition of "Income"
 - 82033 Definition of "Interest in real property"
 - 82034 Definition of "Investment"
- 87100-87103.6 General prohibitions
- 87200-87210 Disclosure
- 87300-87313 Conflict of interest code
- 87500 Statements of economic interests
- 89501-89503 Honoraria and gifts
- 89506 Travel payments, advances and reimbursements
- 91000-91015 Enforcement

CONFLICT OF INTEREST (Continued)

Legal Reference: (Continued)

CODE OF REGULATIONS, TITLE 2

18100 et seq. Regulations of the Fair Political Practices Commission

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

Bylaw

adopted: October 1, 1984

Revised: June 20, 1988

June 1992

June 19, 1995

September 3, 1996

September 21, 2010

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California

CONFLICT OF INTEREST

ATTACHMENT

Designated Positions and Disclosure Requirements

1. Persons occupying the following positions are designated employees in **Category 1**:

Members of the Board of Education
Superintendent
Associate Superintendent, Education Services
Associate Superintendent, Facilities and Planning
Associate Superintendent, Finance and School Support
Associate Superintendent, Human Resources
Associate Superintendent, PreK-6 Education
Associate Superintendent, Secondary Education

Designated persons in this category must report:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments or business positions in or income from sources which:

- (1) Are engaged in the acquisition or disposal of real property within the district,
- (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or
- (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district.

2. Persons occupying the following positions are designated employees in **Category 2**:

Chief of Police and School Security
Director, Adult and Community Education
Director, Alternative Education
Director, Certificated Personnel
Director, Classified Personnel
Director, Communications
Director, Curriculum and Professional Learning

CONFLICT OF INTEREST (cont'd)

Director, Development
Director, Fiscal Compliance
Director, Fiscal Services
Director, Food Services and Nutrition Services
Director, Instructional Support
Director, Learning Support Services
Director, Maintenance and Operations
Director, Planning
Director, PreK-6 Education
Director, Purchasing/Warehousing
Director, Research and Evaluation
Director, Secondary Education
Director, Special Education
Director, Student Support and Health Services
Director, Technology Services
Director, Transportation
School Principals
Purchasing Supervisor
Buyer
Risk Manager
Consultants *

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes any of several specified governmental decisions or serves in a staff capacity with the district, performing the same or substantially the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. Consultants are individuals who decide whether to: (Code of Regulations, Title 2, Section 18700)

CONFLICT OF INTEREST (cont'd)

- a. Approve a rate, rule or regulation;
- b. Adopt or enforce a law;
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement;
- d. Authorize the district to enter into, modify or renew a contract that requires district approval;
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party;
- f. Grant district approval to a plan, design, report, study or similar item; or
- g. Adopt or grant district approval of district policies, standards or guidelines.

Exhibit
approved: June 20, 1988
Revised: June 19, 1995
September 21, 2010

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California

CONFLICT OF INTEREST

ATTACHMENT

Designated Positions and Disclosure Requirements

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Associate Superintendent, Education Services
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Associate Superintendent, Human Resources
Associate Superintendent, PreK-6 Education
Associate Superintendent, Secondary Education

Designated persons in this category must report:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments or business positions in or income from sources which:

- (1) Are engaged in the acquisition or disposal of real property within the district,
- (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or
- (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district.

2. Persons occupying the following positions are designated employees in **Category 2**:

Chief of Police and School Security
Director, Adult and Community Education
Director, ~~Alternative Education~~ CTE, College and Career Readiness, Charter
Director, Certificated Personnel
Director, Classified Personnel
Director, Communications
Director, Curriculum and Professional Learning

CONFLICT OF INTEREST (cont'd)

~~Director, Development~~
~~Director, Fiscal Compliance~~
Director, Fiscal Services
Director, Food Services and Nutrition Services
Director, Instructional Support
Director, Learning Support Services
Director, Maintenance and Operations
Director, Planning
Director, PreK-6 Education
Director, Purchasing/Warehousing
Director, Research and Evaluation
Director, Secondary Education
Director, Special Education
Director, Student Support and Health Services
Director, Technology Services
Director, Transportation
School Principals
Purchasing Supervisor
Buyer
Risk Manager
Consultants *

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes any of several specified governmental decisions or serves in a staff capacity with the district, performing the same or substantially the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. Consultants are individuals who decide whether to: (Code of Regulations, Title 2, Section 18700)

CONFLICT OF INTEREST (cont'd)

- a. Approve a rate, rule or regulation;
- b. Adopt or enforce a law;
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement;
- d. Authorize the district to enter into, modify or renew a contract that requires district approval;
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party;
- f. Grant district approval to a plan, design, report, study or similar item; or
- g. Adopt or grant district approval of district policies, standards or guidelines.

Exhibit
approved: June 20, 1988
Revised: June 19, 1995
September 21, 2010

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California

Board Agenda Item

Agenda Item No: 22
Supplement No.
Meeting Date: September 18, 2012

Department:

Fiscal Services

The Board is asked to authorize participation in the 2012-13 Mandated Block Grant (MBG) funding program.

The Administration recommends that authorization be granted to submit the attached Letter of Intent to Receive Mandate Block Grant Funding for Local Education Agencies (LEAs) pursuant to *Government Code (GC)* Section 17581.6(d).

The estimated revenue for the 2012-13 Mandated Block Grant is \$1.60 million.

Steven M. Ladd, Ed.D.

**Letter of Intent to Receive Mandate Block Grant Funding
For Local Educational Agencies (LEAs)**

Due: October 1, 2012

CDS Code (County-District)	34-67314	Charter Number (if applicable)	
Name of LEA	ELK GROVE UNIFIED SCHOOL DISTRICT		

As the authorized representative of the above applicant entity, I am submitting this letter of intent to participate in the 2012–13 Mandate Block Grant (MBG) funding pursuant to *Government Code (GC) Section 17581.6(d)*. Funding provided by the 2012–13 MBG is to support the mandated programs listed at <http://www.cde.ca.gov/fg/fo/r14/mandatebg12rfa.asp>. For county offices of education and school districts, funding distributed pursuant to this section is in lieu of receiving mandate cost reimbursement (GC Section 17560).

Signature of Authorized Representative of LEA		Date
Name of Authorized Representative of LEA RICH FAGAN		
Title of Authorized Representative of LEA ASSOCIATE SUPERINTENDENT OF FINANCE & SCHOOL SUPPORT		
Phone Number 916-686-7744	Email address rfagan@egusd.net	

Completed Letter of Intent should be submitted by October 1, 2012 as follows:

Electronically: E-mail the scanned document in pdf format to : mandate@cde.ca.gov.

Fax: 916-327-4873 - Attention: Mandates

Mail: California Department of Education
School Fiscal Services Division - Mandates
1430 N Street, Suite 3800
Sacramento, CA 95814

Board Agenda ItemMeeting Date September 18, 2012**Subject:****Department:** Fiscal Services**ESTABLISH SCHOOL CHECKING ACCOUNT – WILLIAM DAYLOR HIGH SCHOOL****Action Requested:**

The Board is asked to authorize the establishment of a bank account for William Daylor High School with Chase Morgan Bank.

Discussion:

Education code §38938 requires Board approval for all checking accounts.

The account will be named William Daylor High School. Two signers are required. The persons authorized to sign are:

1. Kathy Whiteside, Principal
2. Lee Graves, School Secretary

They will operate this account as an unorganized student body account.

The school currently holds an account at River City Bank but will be closing the account and opening another to take advantage of Chase Morgan's closer location and lower service fees.

Prepared By: Shelley Clark *Shelley Clark*

Division Approval:

Rich Fagan *Rich Fagan*Prepared By: Carrie Hargis *Carrie Hargis*Superintendent Approval: Steven M. Ladd, Ed.D. *Sam Ladd*

Board Agenda Item

Supplement No.

Meeting Date: September 18, 2012

Subject: Acceptance of Gifts

Department: Fiscal Services

Action Requested:

The Board is asked to accept the following donations to the District's schools/programs.

Discussion:

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Gift Donation	John's Incredible Pizza (158 - \$5.00 Fun World Credit Coupons)	EGUSD Attendance Campaign	\$790.00	08/07/2012
Gift Donation	California's Great America (One day admission voucher for two)	EGUSD Attendance Campaign	\$111.98	08/09/2012
Gift Donation	Historic Old Sacramento Foundation (One family membership)	EGUSD Attendance Campaign	\$45.00	08/20/2012
Gift Donation	Carl's Jr. Restaurant (2 Famous Star Meal gift certificates)	EGUSD Attendance Campaign	\$10.00	08/20/2012
Gift Donation	American Eagle Outfitters (One \$25.00 gift card)	EGUSD Attendance Campaign	\$25.00	08/20/2012
Cash Donation	Lathrop Construction Assoc., Inc.	EGUSD Attendance Campaign	\$1000.00	08/20/2012
Gift Donation	Explore It Science Center (39 Free Admission passes)	EGUSD Attendance Campaign	\$195.00	08/20/2012
Cash Donation	Schools Financial Credit Union	EGUSD Attendance Campaign	\$100.00	08/21/2012
Gift Donation	Scandia Family Fun Center (2 Super Saver Packs)	EGUSD Attendance Campaign	\$66.00	08/23/2012
Gift Donation	Golfland Sunsplash (8 Mini Golf/Laser Tag passes)	EGUSD Attendance Campaign	\$57.00	08/23/2012
Gift Donation	California Automobile Association (39 Free Family Passes)	EGUSD Attendance Campaign	\$936.00	08/27/2012
Gift Donations	The Paul Mitchell School (39 Free Haircut certificates)	EGUSD Attendance Campaign	\$468.00	08/27/2012
Cash Donation	Elk Grove Optimist Club	EGUSD Attendance Campaign	\$100.00	08/27/2012

Prepared By:

Carrie Hargis

Division Approval:

Rich Fagan

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.

Board Agenda Item**Subject:**Division: **Facilities and Planning**

**SMUD Sun Flower Learning Laboratory at Harriet Eddy Middle School
Acceptance and Notice of Completion**

Action Requested:

The Board of Education is asked to (1) accept the construction of SMUD Sun Flower Learning Laboratory at Harriet Eddy Middle School, and (2) authorize the filing of the Notice of Completion.

Discussion:

On March 20, 2012, the Board of Education entered into a Memorandum of Understanding (MOU) with Sacramento Municipal Utility District (SMUD) for the Sun Flower Learning Laboratory at Harriet Eddy Middle School project. The work has been completed and is recommended for acceptance by the Architect.

The Administration will file the Notice of Completion with the County Recorder within the statutory ten-day period.

Financial Summary:

Not applicable.

Prepared By: Josef TavoraDivision Approval: Robert PiercePrepared By: Lee LeavelleSuperintendent Approval: Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 26
Supplement No.
Meeting Date: September 18, 2012

Board Agenda Item

Subject:

Kaiser Permanente HealthWorks / Wellness – Letter of Agreement

Department:

Fiscal Services

Action Requested:

The Board is asked to approve the attached letter of agreement for a pilot Wellness Program between Kaiser Permanente and the District.

Discussion:

The attached letter of agreement outlines the services that will be provided to the District from Kaiser Permanente in relation to a wellness pilot program (Your Health, Your Choice – Celebrating Wellness at EGUSD) for 2012-13.

Attachment to follow.

Financial Summary:

No cost to the District.

Prepared By: Carrie Hargis

Division Approval:

Rich Fagan

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.